

Louis LaTorre, Social Services Director

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19-20, 2003

Division: Community Services

Bulk Item: Yes X No

Department: Social Services/Transportation

AGENDA ITEM WORDING: Approval of an application for Federal Assistance between Monroe County, the applicant, and the Federal Transit Administration for Financial Assistance to purchase two transportation buses.

ITEM BACKGROUND: The application, if approved by the Federal Transit Administration, would purchase two transportation buses with funding coming from the Federal Funds for \$84,156, state funds \$15,844 and county match of \$15,844. These vehicles would replace two existing aging buses in the transportation fleet.

PREVIOUS RELEVANT BOCC ACTION: At the January BOCC meeting the board approved Mr. Roberts to sign this grant application.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval of Agreement

TOTAL COST: \$114,420.00 (est)

BUDGETED: Yes X No

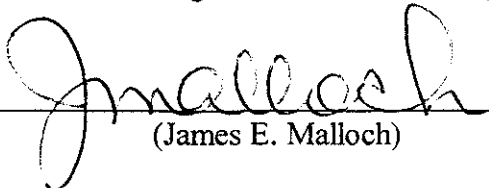
COST TO COUNTY: \$11,442.00 (est)

SOURCE OF FUNDS: Program Budget Account
#102-61505-560640 &
FDOT 5310 Grant

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty N/A OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:



(James E. Malloch)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 205

Checklist for Application Completeness: Section 5310

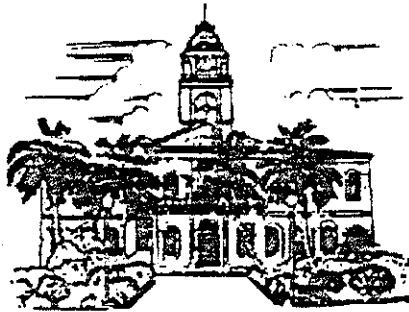
Name of Applicant: Monroe County Board of County Commissioners

Check One: First Time Applicant _____ Previous Applicant X

The following must be included in Section 5310 grant applications in the following order:

- X This Checklist
- X Applicant's cover letter and 2 copies of the governing board's Resolution.
- X Application for Federal Assistance (Form 424, Code 20.513)
- X Operating and Administrative Revenue Form
- X Current Vehicle and Transportation Equipment Inventory Form
- X Capital Request Form
- X Exhibit A: Current System Description
- X Exhibit A-1: Fact Sheet
- X Exhibit B: Proposed Project Description
- X Exhibit C: Public Hearing notice and Publisher's Affidavit (for public agencies only.)
- X Exhibit D: Coordination
- X Exhibit E: N/A
- X Exhibit F: Federal Certifications and Assurances
- X Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)
- X Exhibit H: Applicant Certification and Assurance to FDOT.

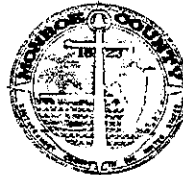
Date submitted to local Clearinghouse: January 22, 2003



BOARD OF COUNTY COMMISSIONERS

Mayor Dixie M. Spenar, District 1
Mayor Pro Tem Murray E. Nelson, District 5
George Neugent, District 2
Charles "Sonny" McCoy, District 3
David P. Rice, District 4

Transportation Dept.
1100 Simonton St. Rm 1-181
Gato Building
Key West, FL 33040
305-292-4422 Phone
305-292-4411 Fax



COVER LETTER

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GRANT APPLICATION**

Monroe County Board of County Commissioners submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in this Checklist for Application Completeness.

Monroe County Board of County Commissioners further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents or employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This application is submitted on this 22nd day of January, 2003 with two (2) original resolutions or certified copies of the original resolution authorizing James L Roberts County Administrator to sign this Application.

Board of County Commissioners

By: [Signature]

Date: 1/21/03

Title: County Administrator

APPROVED BY THE
[Signature]
[Signature]

STATE OF FLORIDA,

COUNTY OF MONROE

I HEREBY CERTIFY that the foregoing copy is a true copy of an Excerpt from the

Board of County Commissioners Minutes enacted by the Board of County Commissioners of

Monroe County, Florida at a meeting of said Board duly held on the 15th day of January, A.D.

2003, filed in my office.

WITNESS my hand and official seal this 21st day of January, A.D., 2003.

(SEAL)

Danny L. Kolhage
Clerk of the Circuit Court
and ex officio Clerk to the
Board of County Commissioners
Monroe County, Florida

Bv:

Deputy Clerk

not provided services per the Scope of Work in their Contract, which constitutes a material breach of the Agreement, and granted approval to enter into a month to month Agreement with Ace Building Maintenance at a cost of \$9,600 per month until the service can be re-advertised for formal bids.

Board granted approval to remove surplus equipment from inventory via advertising, removal, and disposal. Said list is incorporated herein by reference.

Board authorized the County Administrator to sign the application for Federal Assistance between Monroe County, the applicant, and the Federal Transit Administration to purchase two transportation buses. The submitted grant application will be included on the February Agenda for BOCC's review and ratification. Grant submission deadline requires this action.

TOURIST DEVELOPMENT COUNCIL

Board granted approval and authorized execution of an Addendum to Agreement between Monroe County and Islamorada, Village of Islands allowing for an additional \$125,142 towards the construction of an Amphitheater at Founders Park, DAC IV, FY 2003 Capital Project Resources.

Board granted approval and authorized execution of a Destination Events Agreement between Monroe County and the Gay and Lesbian Community Center covering Pridefest 2003 on June 8-15, 2003 in an amount not to exceed \$23,610, DAC 1, FY 2003 Event Funding.

Board granted approval and authorized execution of an Amendment to Bailment Agreement between Monroe County and the Key West Art & Historical Society, Inc., to extend Agreement for an additional two years.

DIVISION OF PUBLIC WORKS

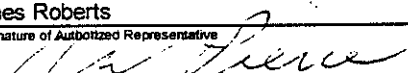
Board granted approval and authorized execution of a Interlocal Agreement for the Rehabilitation of the Boot Key Harbor Bridge between Monroe County and the City of Marathon.

AIRPORTS

Board granted approval to terminate month-to-month Lease Agreement, as amended, with Tango One Flight Academy at the Florida Keys Marathon Airport based on a letter to the Marathon Airport Manager (dated 12/10/02) stating that they would cease to operate as of that date.

Board granted approval and authorized execution of an Agreement Extension between Monroe County and Synagro Southeast, Inc. for the operation and maintenance of the Marathon Airport Terminal Sewage Treatment Plant, for a period of three years, effective December 1, 2002, at a cost of \$6,555.78 for the first year and an adjustment annually in accordance with the percentage change in the Consumer Price Index.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED	Applicant Identifier
Application Construction Non-Construction X		3. DATE RECEIVED BY STATE	State Application Identifier
Preapplication Construction Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name Monroe County Board of County Commissioners		Organizational Unit Social Services Transportation	
Address (give city, county, state and zip code) 1100 Simonton St. Rm 1-181 Gato Building Key West, Florida 33040		Name and telephone number of person to be contacted on matters involving this application (give area code) Jerry L. Eskew 305-292-4425	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000749		7. TYPE OF APPLICANT: (enter appropriate letter in box) B	
8. TYPE OF APPLICATION: New Continuation Revision If Revision, enter appropriate Letter(s) in box(es) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization D. Special District N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 20 513 TITLE Federal Transit Administration Section 5310 Program		9. NAME OF FEDERAL AGENCY: Federal Transit Administration	
12. AREAS AFFECTED BY PROJECT (cities, counties, states etc.) Monroe County		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Paratransit vehicle Bus Body-On-Chassis	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date 09/03	Ending Date 06/04	a. Applicant 20th Congressional District	b. Project 20th Congressional District
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 91,536.00	a. YES THIS PREAPPLICATION, APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON Date _____	
b. Applicant	\$ 11,442.00	b. NO PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$ 11,442.00		
d. Local	\$		
e. Other	\$		
f. Program Income	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? YES If "Yes" attach an explanation NO	
g. TOTAL	\$ 114,420.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED			
a. Typed Name of Authorized Representative James Roberts		b. Title ACTING County Administrator	c. Telephone number 305-292-4441
d. Signature of Authorized Representative 		e. Date Signed 1-21-03	

Previous Editions Not Usable

Standard Form 424 (REV 4-88)

Prescribed by OMB Circular A-102

Authorized for Local Reproduction

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SUZANNE A. HUTTON

11/21/03

TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant Organization Monroe County Board of County Commissioners Date Completed 1/17/03
 Fiscal Period From 10/01/03 to 09/30/2004 Budget (estimated) based on FY 2003 Budget

TOTAL EXPENSE

(All Applicants)

Labor (501)	467,033
Fringe and Benefits (502)	232,930
Services (503)	12,765
Materials and Supplies (504)	10,270
Vehicle Maintenance (504.01)	162,506
Utilities (505)	10,000
Insurance (506)	22,100
License and Taxes (507)	
Purchased Transit Service (508)	
Miscellaneous (509)	19,000
Leases and Rentals (512)	1,200
Depreciation (513)	126,000
TOTALS	1,063,804

OPERATING REVENUES	TOTAL REVENUE
	(All Applicants)
Passenger Fares for Transit Services(401)	25,000
Special Transit Fares (402)	55,000
School Bus Service Revenues (403)	
Freight Tariffs (404)	
Charter Service Revenues (405)	
Auxiliary Transportation Revenues (406)	
Non-Transportation Revenues (407)	
Total Operating Revenues	80,000
OTHER REVENUES	
Taxes Levied Directly by Transit System(408)	
Local Cash Grants and Reimbursements(4)	933,404
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (4)	50,400
State Special Fare Assistance (412)	
Federal Cash Grants and Reimbursements(413)	
Interest Income (414)	
Contributed Services (415)	
Contributed Cash (416)	
Subsidy from Other Sectors of Operations(440)	
Total of Other Revenues \$	983,804
GRAND TOTAL REVENUES	\$ 1,063,804

MONROE COUNTY TRANSPORTATION
CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY

PROP #	LIC #	VEHICLE IDENT #	ASSET \$	PURCH	FUNDING	YR	MK	TYPE / FISCAL YR / RETIREMENT YR	SC	WC	F	B	R	TAG OR SN#	NEXT PM	NEXT PM	CURRENT	UPDATE	EST AVG MI
807-075PK	116960	1FDJE37MXRHA38474	36,430.00	08/15/94	COUNTY	94	FD	AEROLITE 20SR FY94 RET 2003	8	2	D	R	J	71640A022A	08/29/02	144.945	140.948	01/10/03	10,000
807-081PK	116971	1FDJE37M4RHC20851	36,430.00	11/10/94	COUNTY	94	FD	AEROLITE 20SR FY95 RET 2004	8	2	D	S	M	1807-83	12/02/02	135.000	134.066	01/03/03	10,000
807-093PK	153142	1FDKE30F4THB55569	41,156.00	07/26/96	COUNTY	96	FD	AEROLITE 20ST FY96 RET 2006	8	2	D	R	M	428ATY1196	03/12/03	115.000	114.784	01/13/03	10,000
807-123PK	131232	1FDXE45FXYHB73862	57,210.00	10/16/00	COUNTY	00	FD	AEROTECH22AY0 FY00 RET 2010	14	2/5	D	R	M	428ATY1197	02/29/03	49.255	47.791	12/04/03	20,000
807-125PK	131287	1FDXE45F61HA31529	53,917.00	03/06/01	FDOT 24	01	FD	AEROTECH22FA1 FY00 FDOT99 RET 2011	12	2	D	S	M	1807-77	03/28/03	44.158	44.249	01/13/03	20,000
807-068MK	131230	1FDKE30M6NHB57373	37,987.00	12/10/92	COUNTY	93	FD	BUS ELDORADO FY92 RET 2003	12	2	D	R	J	1807-50	08/10/02	119.000	118.027	01/03/03	10,000
807-094MK	153141	1FDKE30F0THB51194	41,156.00	07/26/96	COUNTY	96	FD	AEROLITE 20ST FY96 RET 2006	8	2	D	R	J	1807-43	12/28/02	101.052	100.350	01/13/03	10,000
807-111MK	154412	1FDWE30F6WHC13963	44,302.35	09/18/98	COUNTY	98	FD	AEROLITE 20ST FY98 RET 2008	8	2	D	S	M	1807-84	03/01/03	99.512	98.717	01/13/03	15,000
807-115MK	154472	1FDWE30F8XHA91978	44,302.35	03/31/99	FDOT 23	99	FD	AEROLITE 20SX FY98 FDOT98 RET 2009	8	2	D	R	M	1807-116	02/23/03	63.475	63.761	01/10/03	20,000
807-127MK	131231	1FDXE45F91HA57249	57,274.00	12/07/01	COUNTY	02	FD	AEROTECH22FA2 FY98 RET 2012	16	1/5	D	R	J	1807-42	03/08/03	19.122	17.872	01/13/03	20,000
807-119BP	131332	1FDWE30F5XHC33123	44,302.35	12/20/99	COUNTY	00	FD	AEROLITE 20SX FY99 RET 2010	8	2	D	S	J	1807-45	04/05/03	59.816	57.743	01/10/03	20,000
807-076KW	116961	1FDJE37M1RHA38475	36,430.00	08/15/94	COUNTY	94	FD	AEROLITE 20SR FY94 RET 2004	8	2	D	R	J	1807-51	08/16/02	128.000	127.688	01/03/03	10,000
807-082KW	116974	1FDJE37M6RHC20852	36,430.00	11/04/94	COUNTY	94	FD	AEROLITE 20SR FY95 RET 2004	8	2	D	S	M		12/22/02	153.252	152.962	12/23/02	10,000
807-112KW	154413	1FDWE30F8WCH13964	44,302.35	09/18/98	COUNTY	98	FD	AEROLITE 20ST FY98 RET 2008	8	2	D	S	M	1901-077	02/10/03	79.490	78.083	01/13/02	15,000
807-120KW	131335	1FDWE30F3XHC33122	44,302.35	12/20/99	COUNTY	00	FD	AEROLITE 20SX FY99 RET 2010	8	2	D	R	J	1807-52	05/01/03	68.220	65.805	01/13/02	15,000
807-124KW	131340	1G1ND52J316167294	14,817.00	10/25/00	COUNTY	01	CH	MALIBU 4 DR FY00 RET 2011	4	0	G	N	J	1807-40	01/03/03	19.551	16.792	12/02/02	N/A
807-126KW	131238	1FDXE45F61HB03197	57,210.00	07/23/01	FDOT 25	01	FD	AEROTECH22FA1 FY01 FDOT00 RET 2011	16	1/5	D	S	M	1807-78	02/07/03	22.623	21.154	01/10/03	20,000

CAPITAL REQUEST

VEHICLE REQUEST

FTA GMIS Code	Number of Vehicles	Requested Options	Sources of Funding			Estimated Cost
			5310	5311	Either	
11.12.04	2	Paratransit Equipped with	X			\$114,420.00
11.		5 Wheelchair positions				
11.						
11.						
11.						
11.						
VEHICLE SUBTOTAL						\$ 114,420.00

OTHER CAPITAL REQUEST

FTA GMIS Code	Quantity	Brief Description	Sources of Funding			Estimated Cost
			5310	5311	Either	
11.						
11.						
11.						
11.						
11.						
11.						
OTHER CAPITAL SUBTOTAL						

VEHICLE SUBTOTAL \$114,420 + OTHER CAPITAL SUBTOTAL \$ _____ X 80% = Federal Request \$ 91,536

EXHIBIT A

Overview

Monroe County Transportation provides paratransit service to the elderly, handicap and transportation disadvantaged citizens of Monroe County. The three geographical service areas are Lower Keys (Key West) from mile marker 0 to 40, Middle Keys (Marathon Key) from mile marker 47 to 72, and Upper Keys (Plantation Key and Key Largo) from mile marker 73 to 112.

Fleet Size

All seventeen paratransit vehicles are wheelchair equipped. The fleet is based as follows:

Seven vehicles in the Lower Keys,
Five vehicles in the Middle Keys, and
Five vehicles in the Upper Keys

Routes

There are four routes assigned to the Lower Keys, two routes for the Middle Keys and three routes for the Upper Keys.

Hours of Operation

Monday through Friday 7:00 AM to 6:00 PM
(excluding County Holidays)

Staffing

Transportation Administrator, Administrative Assistant, Special Needs Coordinator, One Dispatcher, One Reservationist, One Scheduler, One Regional Transportation Specialist with CDL Class D License and Nine CDL Class B Licenses Transportation Drivers with Passenger and Airbrake Endorsements and up to nine On Call Substitute Transportation Drivers with CDL Class D or B Licenses.

Ridership

64% Elderly 60 years or older
36% Transportation Disadvantaged
of those two categories 18% are wheelchair

Vehicle Maintenance

Fully staffed maintenance facility with a recognized preventative maintenance program.

Single Audit Act

Attached is the Single Audit Act, and a copy of the latest completed audit.

**MONROE COUNTY TRANSPORTATION
EXHIBIT A-1 -- FACT SHEET**

October 1, 2001 - September 30, 2002	<u>CURRENTLY</u>	<u>IF GRANT IS AWARDED</u>
1. Number of one-way trips provided to elderly and persons with disabilities (E&D) PER YEAR	42,222	48,000
2. Number of individual E&D served (unduplicated) PER YEAR	1,280	1,600
3. Percentage of E&D needing wheelchair positions AVERAGE	15.7%	20.0%
4. Number of vehicles used to provide service AVERAGE	16	16
5. Number of ambulatory seats AVERAGE	158	174
6. Number of wheelchair positions AVERAGE	41	47
7. Vehicle miles traveled PER YEAR	378,370.9	400,000.0
8. Average vehicle miles PER DAY	1,576	1,667
9. Normal number of days in operation PER WEEK	5	5
10. Normal hours of vehicle operation PER DAY	11	11
11. Trip length AVERAGE	9.64	8.50

EXHIBIT B

PROPOSED PROJECT DESCRIPTION

The awarded funds will be used to replace one aging 1993 Ford 12 Passenger Bus Vin #1FDKE30M6NHB57373 and one aging 1994 Ford 8 Passenger Vin # 1FDJE37MXRHA38474 with two bus body on chassis vehicles (diesel). The replacement vehicles will provide our clients with dependable transportation and reduce the high repair and maintenance associated with high mileage vehicles.

As always, the new vehicles would be placed on the County preventative maintenance plan.

The Regional Transportation Specialist will be continuing the rigorous outreach program that includes a wide spread mail out targeted at the elderly, handicapped transportation disadvantaged, welfare to work and education/training of our existing clients. We continue to educate elderly Special Needs clients regarding the Monroe County Paratransit services throughout Monroe County as well as Ocean Reef. Monroe County is prepared to evacuate elderly and handicapped should there be danger from the Turkey Point Nuclear Power Point.

Exhibit C, Attachment 1

Public Notice

All interested parties within Monroe County are hereby advised that Monroe County Board of County Commissioners is applying to the Florida Department of Transportation for a capital grant under Section 5310 (and/or Section 5311) of the Federal Transit Act of 1991, as amended, for the purchase of Paratransit equipped vehicle to be used for the provision of public transit services within Monroe County.

A Public Hearing has been scheduled at 10:00 AM on January 15, 2003, at the Harvey Government Center, Key West, for the purpose of advising all interested parties of service being contemplated if grant funds are awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (two days prior to the scheduled hearing).

Requests for a hearing must be addressed to Monroe County Board of County Commissioners 1100 Simonton St. Key West, Fl.

EXHIBIT D

Attached is the year 2002-03 Standard Coordination/Operator Contract.

Effective: 07/01/02 to 06/30/03

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
STANDARD COORDINATION/OPERATOR CONTRACT

THIS CONTRACT is entered into between the COMMUNITY TRANSPORTATION COORDINATOR, THE GUIDANCE CLINIC OF THE MIDDLE KEYS, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of MONROE county, and hereinafter referred to as the "Coordinator" and MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective **JULY 1, 2002**, and will continue through **JUNE 30, 2003**.

WHEREAS, the Coordinator is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into contract with a transportation Agency/Operator to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Agency/Operator for the residents of the service area who are clients of the Agency/Operator; and

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the Agency/Operator, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current Community Transportation Coordinator policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

THE AGENCY/OPERATOR SHALL:

- A. Provide services and vehicles according to the conditions specified in Attachment I.
- B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I.
- C. Every three (3) months, submit to the Coordinator a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.

D. Comply with audit and record keeping requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies/Operators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.
2. Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.
3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five- (5) years, the records shall be retained until resolution of the audit findings. The Agency/Operator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.

F. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board;
2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.

G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$100,000 for any one person and \$200,000 per occurrence at all times during the existence of this Contract. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract or proof of a self-insurance program operated by the Agency/Operator. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S.

H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency/Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator. Agency/Operator shall also assure compliance with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- f. All regulations, guidelines, and standards lawfully adopted under the above statutes.
- g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, subgrantees, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency/Operator agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

J. The Agency/Operator agrees to indemnify and hold the Coordinator harmless for all claims, cost (including legal fees), and expenses associated with the services provided under this contract arising out of the negligent acts of the Agency/Operator.

THE COORDINATOR SHALL:

- A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.
- B. Insure that entities with transportation disadvantaged funds will purchase Transportation Disadvantaged services through the coordinated system.
- C. At a minimum, annually monitor the Agency/Operator for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

- A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Contract is held invalid; the remainder of this Contract shall be binding on the parties hereto.
- C. Termination Conditions:
 - 1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 2. Termination due to Lack of Designation - In the event that the Coordinator so designated by the local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
 - 3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
 - 4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.
 - 5. Termination for Breach - Unless the Agency/Operator's breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency/Operator, terminate this Contract upon no less than twenty-four (24) hours notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Coordinator of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.

6. Upon receipt of a notice of termination of this Contract for any reason, the Agency/Operator shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.

- D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.
- E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.
- F. This Contract is the entire agreement between the parties.
- G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.
- H. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

Maureen Grynewicz
Guidance Clinic of the Middle Keys
3000 41st Street, Ocean
Marathon, FL 33050

The representative/position of the Agency/Operator responsible for administration of the program under this contract is:

Administrator, Transportation
Monroe County Transportation
1100 Simonton Street
Key West, Florida 33040

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its attachments contain all the terms and conditions agreed upon by the parties hereto.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

AGENCY/OPERATOR:

COMMUNITY TRANSPORTATION
COORDINATOR

Monroe County Board of County
Commissioners

[Agency/Operator Name]

Charles "Sonny" McCoy

Typed/Printed Name of Authorized Individual

Signature

Mayor/Chairman

Title

July 17, 2002

Guidance Clinic of the Middle Keys

[Coordinator Name]

David P. Rice, Ph.D.

Typed/Printed Name of Authorized Individual

Signature

Chief Executive Officer

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne A. Hutton
SUZANNE A. HUTTON

DATE 6/25/02



(SEAL)
ATTEST: DOMINIC L. KOHLHAASE CLERK

BY Dominic L. Kohlhaase
DEPUTY CLERK